

4-54-39



This instrument was prepared by:

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CFN 2004R0228704
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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

C 7-8-4 360nd
D 7-8-4 360nd
I 7-8-4 360nd
P 8/13/04 EM

AH

4-54-39.

(Space reserved for Clerk of the Court)

CENB 105 302

Process# 2002 000 198

Folio# 30490 400000 90

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida described in Exhibit "A," attached hereto, and hereafter called the "Property," which is supported by the attorney's opinion attached as Exhibit "B," and

IN ORDER TO ASSURE the County that representations made by the Owner during consideration of Public Hearing No.02-198 will be abided by the Owner freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the property:

1.) Departmental Impact Committee Thresholds

In the event proposed development of the subject property meets or exceeds any thresholds which require Departmental Impact Committee review, then the approval process shall include Departmental Impact Committee review and recommendation.

County Inspection:

As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running With The Land:

This Declaration on the part of the Owners shall constitute a covenant running with the land and may be recorded, at Owners' expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors and assigns

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until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

Term:

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, thereafter, unless an instrument executed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified released by Miami-Dade County.

Modification, Amendment, Release:

This declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing. Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement.

Enforcement shall be by action against any parties or persons violating, or attempting to violate any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the service of his attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections

In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Elections of remedies:

All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance

Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the county, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of the Declaration.

Severability

Invalidation of any one of these covenants, by judgement of Court, shall not affect any of the other provisions which shall remain in full force and effect.

Recording

This Declaration shall be filed of record in the public records Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

Signed, sealed and acknowledged on this 11th day of Sept., 2002.

Witnesses:

[Signature]
Javier L. Vargas
Print Name

Jessica Perez
Jessica Perez
Print Name

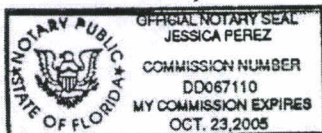
Ferro Development, LLC, a Florida
Limited Liability Company

[Signature]
Name: Mario Ferro Jr.
Title: Managing Member.

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 11 day of Sept.,
2002 by Mario Ferro Jr., as Managing Member of Ferro Development, LLC, a Florida
Limited Liability Company. He personally appeared before me, is personally known to
me or produced _____ as identification, and did not take an oath.

(NOTARIAL SEAL)



Notary: Jessica Perez

Print Name: _____

Notary Public, State of Florida

My commission expires: _____

EXHIBIT A

That portion of the East $\frac{3}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, Township 54 South, Range 39 East, Less the West 989.93 feet, the South 880.00 feet and less the East 35.00 feet which lies South of the Southerly right-of-way line of State Road No. 90 (U.S. 41), also known a Tamiami Trail, lying and being in Miami-Dade County, Florida.